

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA**

**CHAPTER 13 PLAN
AND RELATED MOTIONS**

Name of Debtor(s): **David L King**

Case No: **17-61780**

This plan, dated **November 12, 2018**, is:

- ☒ the *third* Chapter 13 plan filed in this case.
☐ a modified Plan, which replaces the
☐ confirmed or ☐ unconfirmed Plan dated .

Date and Time of Modified Plan Confirming Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are: to surrender the property located at 3146 Redhouse Rd.Appomattox, VA 24522; to surrender the property located at 6912 Thomas Jefferson Hwy. Cullen, VA 23934 financed with Clayton C Bryant Co.; to surrender the property located at 1098 Pamplin, Rd. Pamplin, VA 23958 financed with Clayton C Bryant Co.; to remove the one time lumpsum payment in the amount of \$51,000.00 due to debtor surrendering properties; to provide for attorney fees in the amount of \$6,000.00 to be paid by the Trustee; to provide for taxes owed to the Appomattox County Treasurer to be paid by the Trustee; This plan decreases the payout percentage for general unsecured creditors from 14% to 4% and to add the rental lease with BLI Rentals, LLC to be rejected.

Creditors affected by this modification are: ALL

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$425,524.00**
Total Non-Priority Unsecured Debt: **\$453,230.31**
Total Priority Debt: **\$273.19**
Total Secured Debt: **\$216,303.37**

1. **Funding of Plan.** The debtor(s) propose to pay the trustee the sum of **\$575.00 Monthly for 60 months**. Other payments to the Trustee are as follows: plus funds received as of February 14, 2018 in the amount of \$2,310.00. The total amount to be paid into the plan is \$ 36,810.00.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ 6,000.00 balance due of the total fee of \$ 6,000.00 concurrently with or prior to the payments to remaining creditors.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
Appomattox County Treasurer	Taxes and certain other debts	273.19	Prorata 2 months

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est Debt Bal.</u>	<u>Replacement Value</u>
-NONE-				

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
Appomattox County Treasurer	3146 Redhouse Rd Appomattox, VA 24522 Appomattox County bought 9-18-15 for \$65,000 ***- please see the additional language in paragraph 11F□	65,000.00	783.20

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
Charlotte County Treasurer	6912 Thomas Jefferson Hwy Cullen, VA 23934 Charlotte County bought in 2015 for \$50,000 ***- please see the additional language in paragraph 11F□	50,000.00	351.00
Clayton C Bryant Co.	17087 Richmond Hwy Pamplin, VA 23958 Appomattox County bought for \$65,000 10-27-15 ***- please see the additional language in paragraph 11F□	65,000.00	28,000.00
Clayton C Bryant Co.	6912 Thomas Jefferson Hwy Cullen, VA 23934 Charlotte County bought in 2015 for \$50,000 ***- please see the additional language in paragraph 11F□	50,000.00	25,000.00
Clayton C Bryant Co.	1098 Pamplin Rd Pamplin, VA 23958 Prince Edward County bought 9-28-15 for \$57,000 ***- please see the additional language in paragraph 11F□	57,000.00	30,000.00
Prince Edward Co Treasurer	1098 Pamplin Rd Pamplin, VA 23958 Prince Edward County bought 9-28-15 for \$57,000 ***- please see the additional language in paragraph 11F□	57,000.00	375.00

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral Description</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Aarons	Living room set, tv, washer, dryer,	80.00 for 9 months	trustee
Cash Advance	2006 Cadillac DTS 131,000 miles	15.00 for 9 months	trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt & Est. Term**</u>
Aarons	Living room set, tv, washer, dryer,	4,470.70	0%	89.41 50 months
Appomattox County Treasurer	789 Double Bridges Rd Appomattox, VA 24522 Appomattox County bought 12-21-15 for \$49,000.00 1985 single wide mobile home \$5,000.00	783.42	4%	23.13 36 months

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt & Est. Term**</u>
Appomattox County Treasurer	991 Oakville Rd Appomattox, VA 24522 Appomattox County bought in Jan 2016 for \$120,000	556.07	4%	12.09 50 months
Cash Advance	2006 Cadillac DTS 131,000 miles	2,486.57	4.25%	108.26 24 months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 4 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 4 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
Clayton C Bryant Co.	991 Oakville Rd Appomattox, VA 24522 Appomattox County bought in Jan 2016 for \$120,000	803.00	803.00	0%	4 months	Prorata
Clayton C Bryant Co.	789 Double Bridges Rd Appomattox, VA 24522 Appomattox County bought 12-21-15 for \$49,000.00 1985 single wide mobile home \$5,000.00	365.00	0.00	0%	0 months	
J&R Auto Parts & Salvage	789 Double Bridges Rd Appomattox, VA 24522 Appomattox County bought 12-21-15 for \$49,000.00 1985 single wide mobile home \$5,000.00	25.00	0.00	0%	0 months	
Snap On Crdt	business debt -- personally guaranteed business tools paid by the Debtors company	50.00	0.00	0%	0 months	

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate</u>	<u>Term for Arrearage</u>	<u>Monthly Arrearage Payment</u>
-NONE-						

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Paymt& Est. Term**</u>
-NONE-				

- 6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

<u>Creditor</u>	<u>Type of Contract</u>
BLI Rentals, LLC	Rental lease for 12x20 barn
Charles D. Hall	Rental lease for 2005 Ford F150 (co-signed for son) iao \$15,000 which debtor rejects

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

- 7. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-			

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

8. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

9. Vesting of Property of the Estate. Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

10. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

11. Other provisions of this plan:

(a). Additional Adequate Protection:

Adequate Protection also consists of the following in this case:

☒ The Debtor's payment required by Paragraph 1 shall be made to the Trustee either by wage deduction, TFS or a direct pay order

☒ Insurance will be maintained on all vehicles securing claims to be paid by the Trustee.

(b). Attorneys Fees

Attorneys Fees noted in Paragraph 2A shall be approved on the confirmation date unless previously objected to. Said allowed fees shall be paid by the Trustee prior to the commencement of payments required to be made by the Trustee under Paragraphs 4, 5, 6 herein.

(c). Date Debtors to resume regular direct payments to Creditors that are being paid arrearages by the trustee under Paragraphs 5(a) and 6(b).

Creditor	Month Debtor to resume regular direct payments
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F. Other:

(1). #####ATTENTION ALL SECURED CREDITORS LISTED IN PARAGRAPH 5 #####:
PLEASE TAKE NOTICE THAT THE DEBTOR INTENDS TO CONTINUE TO MAKE REGULAR PAYMENTS ON YOUR SECURED DEBT. ACCORDINGLY, YOU, THE SECURED CREDITOR REFERENCED ABOVE IN PARAGRAPH 5, SHALL SEND MONTHLY MORTGAGE/AUTOMOBILE STATEMENTS CONSISTENT WITH YOUR PREPETITION PRACTICE. SENDING SUCH STATEMENTS SHALL NOT BE CONSIDERED BY THE DEBTORS TO BE A VIOLATION OF THE AUTOMATIC STAY.

(2). *** ATTENTION, CREDITORS LISTED IN PARAGRAPH 3(B).*******
THE PROPERTY SECURED BY YOUR LOAN IS BEING SURRENDERED. A DEFICIENCY CLAIM MUST BE FILED WITHIN 180 DAYS OF CONFIRMATION OR THE ENTRY OF AN ORDER LIFTING THE STAY, WHICHEVER OCCURS FIRST. IF A DEFICIENCY CLAIM HAS NOT BEEN FILED WITHIN THIS TIME PERIOD, YOUR DEFICIENCY CLAIM WILL BE DISALLOWED. IF YOU FILE A DEFICIENCY CLAIM, YOU MUST ALSO PROVIDE PROOF THAT THE PROPERTY SURRENDERED WAS LIQUIDATED IN ACCORDANCE WITH STATE LAW.

Signatures:

Dated: November 12, 2018

/s/ David L King

David L King

Debtor

/s/ Stephen E. Dunn

Stephen E. Dunn 26355

Debtor's Attorney

A&A
4350 WESTOWN PKWY
WEST DES MOINES, IA 50266

CHARLOTTE COUNTY TREASURER
P.O. BOX 267
CHARLOTTE COURT HOUSE, VA 23923

King, David - 17-61780
ERC/ENHANCED RECOVERY COR
FOR TIME WARNER CABLE
8014 BAYBERRY RD
JACKSONVILLE, FL 32256

AARONS
5515 FORT AVE
LYNCHBURG, VA 24502

CHECK FIRST #205
3701 FORT AVE
LYNCHBURG, VA 24501

FIFTH THIRD BANK
PO BOX 630900
CINCINNATI, OH 45263

ADVANCE AUTO
5673 AIRPORT RD
ROANOKE, VA 24012

CHRISTOPHER KING
991 OAKVILLE RD
APPOMATTOX, VA 24522

FIRST PREMIER BANK
601 S MINNESOTA AVE
SIOUX FALLS, SD 57104

AMERIMARK
PO BOX 2845
MONROE, WI 53566-8045

CINTAS
704 INDUSTRIAL AVE
BEDFORD, VA 24523

FOCUSED RECOVERY SOLUTION
9701-METROPOLITAN CT, SUITE B
FOR RADIOLOGY CONSULTANTS LY
RICHMOND, VA 23236

APPOMATTOX COUNTY TREASURER
P.O. BOX 689
APPOMATTOX, VA 24522

CLAYTON C BRYANT CO.
7431 RICHMOND HWY
PO BOX 702
APPOMATTOX, VA 24522

FST PREMIER
601 S MINNEAPOLIS AVE
SIOUX FALLS, SD 57104

BLI RENTALS, LLC
PO BOX 992
EMPORIA, KS 66801

CREDITORS COLLECTION SERVICE/CCSJ&R AUTO PARTS & SALVAGE
PO BOX 21504
FOR CMG NEUROLOGY CENTER
ROANOKE, VA 24018

789 HERMAN RD
SAXE, VA 23967

CAPITAL ONE
ATTN: BANKRUPTCY
PO BOX 30253
SALT LAKE CITY, UT 84130

CREDITORS COLLECTION SERVICE/CCSKENNETH WARD
PO BOX 21504
FOR SHENTEL
ROANOKE, VA 24018

15939 RICHMOND HWY
PAMPLIN, VA 23958

CASH ADVANCE
ADVANCE AMERICA
2100 WARDS ROAD
LYNCHBURG, VA 24502

CREDITORS COLLECTION SERVICE/CCSKENNTH WARD
PO BOX 21504
FOR CENTRA HEALTH
ROANOKE, VA 24018

C/O TOMMY LAWSON
P.O. BOX 757
APPOMATTOX, VA 24522

CENTRA MEDICAL GROUP
ATTN: 5470C
PO BOX 14000
BELFAST, ME 04915

CREDITORS COLLECTION SERVICE/CCSLVNV FUNDING
PO BOX 21504
FOR CITIBANK/SEARS
PO BOX 10587
GREENVILLE, SC 29603

CHARLES D. HALL
113 MUDDY GRAY PATCH LANE
APPOMATTOX, VA 24522

DELTA RESPONSE TEAM
PO BOX 863
LEWISVILLE, NC 27023

LVNV FUNDING
ARROW FINANCIAL
PO BOX 10587
GREENVILLE, SC 29603

MATCO TOOLS
4403 ALLEN ROAD
STOW, OH 44224

STERNBERG SYCS
415 N EDGEWORTH ST STE 210
FOR SOLSTAS LAB PARTNERS
GREENSBORO, NC 27401

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PO BOX 939069
SAN DIEGO, CA 92193

TIMES VIRGINIAN
589 COURT STREET
APPOMATTOX, VA 24522

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ROCKY MOUNT, NC 27804

TRAVELER'S CL REMITTANCE CENTER
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DALLAS, TX 75266

NATIONAL PEN COMPANY
12121 SCRIPPS SUMMIT DR
SUITE 200
SAN DIEGO, CA 92131

UPTOWN RENTALS/BLI RENTALS
C/O PHILIP B. WILLETTE CO,
PO BOX 26042
COLUMBUS, OH 43226

NCB MANAGEMENT SERVICES INC.
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LANGHORNE, PA 19047

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PALATINE, IL 60055-0203

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FARMVILLE, VA 23901

WELLS FARGO BANK
PO BOX 10438
MACF8235-02F
DES MOINES, IA 50306

RECEIVABLES PERFORMANCE MGMT
FOR CINCINNATI BELL
PO BOX 1548
LYNNWOOD, WA 98036

SNAP ON CRDT
ATTN: BANKRUPTCY
950 TECHNOLOGY WAY SUITE 301
LIBERTYVILLE, IL 60048

SOUTHSIDE ELECTRIC COOPERATIVE, INC
PO BOX 7
CREWE, VA 23930-0007